

Rule 4.5

Statutory Demand under section 123(1)(a) or 222(1)(a) of the Insolvency Act 1986

Warning

- This is an **important** document. This demand must be dealt with **within 21 days** after its service upon the company or a winding-up order could be made in respect of the company.
- Please read the demand and notes carefully.

Notes for Creditor

- If the Creditor is entitled to the debt by way of assignment, details of the original creditor and any intermediary assignees should be given in part B on page 3.
- If the amount of debt includes interest not previously notified to the company as included in its liability, details should be given, including the grounds upon which interest is charged. The amount of interest must be shown separately.
- Any other charge accruing due from time to time may be claimed. The amount or rate of the charge must be identified and the grounds on which it is claimed must be stated.
- In either case the amount claimed must be limited to that which will have accrued due at the date of the demand.
- If signatory of the demand is a solicitor or other agent of the creditor the name of his/her firm should be given

DEMAND

To

Address

This demand is served on you by the creditor:

Name

Address

The creditor claims that the company will owe the sum of £ _____, full particulars of which are set out on page 2.

The creditor demands that the company do pay the above debt or secure or compound for it to the creditor's satisfaction.

Signature of individual

Name
(BLOCK LETTERS)

Date

*Position with or relationship to creditor

*I am authorised to make this demand on the creditor's behalf

Address

Tel No _____ Ref. _____

*Delete if signed by the creditor himself.

N.B. The person making this demand must complete the whole of this page, page 2 and parts A and B (as applicable) on page 3.

Particulars of Debt

(These particulars must include (a) when the debt was incurred, (b) the consideration for the debt (or if there is no consideration the way in which it arose) and (c) the amount due as at the date of this demand).

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Notes for Creditor

Please make sure that you have read the notes on page 1 before completing this page.

Note:

If space is insufficient continue on reverse of page 3 and clearly indicate on this page that you are doing so.

Part A

The individual or individuals to whom any communication regarding this demand may be addressed is/are:

Name Address Telephone Number Reference	
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Part B

For completion if the creditor is entitled to the debt by way of assignment

	Name	Date(s) of Assignment
Original creditor		
Assignees		

How to comply with a statutory demand

If the company wishes to avoid a winding-up petition being presented it must pay the debt shown on page 1, particulars of which are set out on page 2 of this notice, within the period of **21 days after** its service upon the company. Alternatively, the company can attempt to come to a settlement with the creditor. To do this the company should:

- inform the individual (or one of the individuals) named in part A above immediately that it is willing and able to offer security for the debt to the creditor’s satisfaction; or
- inform the individual (or one of the individuals) named in part A immediately that it is willing and able to compound for the debt to the creditor’s satisfaction.

If the company disputes the demand in whole or in part it should:

- contact the individual (or one of the individuals) named in part A immediately.

REMEMBER! The company has only **21 days after the date of service on it of this document before the creditor may present a winding-up petition.**

NOTE: The company has the right to make an application to the court(*) for an injunction restraining the creditor from presenting a winding-up petition or from advertising it.

(*) The court to which an application should be made is the court having jurisdiction to wind up the company under section 117 of the Insolvency Act 1986.

